

**IN THE UNITED STATES DISTRICT COURT  
FOR NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

SUSAN SCHLINK, individually and on )  
behalf of all similarly-situated persons, )  
  )  
  )  
Plaintiffs,                                 )  
  ) Case No. 15 C 5894  
v.    )  
  ) Magistrate Judge Sidney Schenkier  
FIRE KING INTERNATIONAL, INC., d/b/a ) (By Consent)  
FIRE KING SECURITY GROUP                 )  
  )  
Defendants.                                 )  
  )

**ORDER PRELIMINARILY APPROVING PROPOSED SETTLEMENT,  
SCHEDULING HEARING FOR FINAL APPROVAL OF, AND  
APPROVING PROPOSED CLASS NOTICE**

WHEREAS, the Parties have made application for an order preliminarily approving the settlement of this Litigation as stated in the Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement of the Litigation and for dismissal of the Litigation upon the terms and conditions set forth therein;

WHEREAS, the Court has read and considered the Settlement Agreement, the exhibits attached thereto, and the briefing submitted in support of preliminary approval of the Settlement;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The Court hereby preliminarily approves the Settlement Agreement and the Settlement set forth therein as being fair, reasonable and adequate. The Settlement Agreement is the result of arm's-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular.

2. The Court has considered the pleadings and arguments made by the parties in support of the motion for preliminary approval and finds that the proposed Settlement Class is proper and the class should be certified. For purposes of the proposed settlement, a Settlement Class is hereby certified pursuant to Fed.R.Civ.P. Rule 23 as follows:

All persons who have been employed by FKI Security Group, LLC (a.k.a. FireKing International and/or FireKing Security Group) or their predecessors, successors or assigns as Customer Service Representatives, or in other similar job positions at any FireKing location and at any time from July 2, 2012 through and including the present, and who were not paid wages for overtime worked over and above their set regular salaries and/or who have not been paid proper overtime rates of pay for all time worked over 40 hours in individual work weeks and who are listed on Exhibit A to the Settlement Agreement.

3. The Court specifically finds (i) the class is so numerous that joinder is impracticable; (ii) common questions of fact and law exist; (iii) the Named Plaintiff's claims are typical of the class' claims; (iv) the Class Representative will be able to fairly and adequately protect the interests of the Class. In addition, the Court finds that common questions of fact and law predominate over questions affecting individual class members, and the class action is superior to other available methods. Certification of the Settlement Class for settlement purposes is the best means for protecting the interests of all the Settlement Class Members. Therefore, this matter is certified as a class action.

4. The Court does hereby approve Robin B. Potter, M. Nieves Bolaños, and Patrick Cowlin of Robin Potter & Associates, P.C., as Class Counsel. The Court also approves Susan Schlink as class representative.

5. A hearing for purposes of determining whether the Settlement should be finally approved, shall be held before this Court on January 31, 2017 at 9:30 a.m., in Room 1843 of the U.S. District Court, 219 S. Dearborn Street, Chicago, Illinois 60604. At the hearing the Court

will hear final arguments concerning whether the proposed Settlement Agreement is fair, reasonable and adequate and should be approved by the Court. The Court will also hear at that time any objections submitted by Class Members. The Court will also consider Class Counsel's request for an award of attorneys' fees and costs and for the requested Enhancement Payment to be made to Ms. Schlink for her service as Class Representative.

6. The Court approves as to form and content the Summary Notice and Complete Notice, as attached as Exhibits B and C to the Joint Stipulation and Agreement to Settle Class Action Claims, and finds that the distribution of the Class Notice set forth in Section IV, Paragraph 13 of the Settlement Agreement: (1) meets the requirements of federal law and due process; (2) is the best notice practicable under the circumstances; and (3) shall constitute due and sufficient notice to all individuals entitled thereto.

7. All Class Members who do not opt out of the Settlement Class shall be bound by all determinations and judgments in the Litigation concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

8. Class Members shall not be required to submit a claim form to participate in the Settlement and receive a monetary award.

9. By no later than December 28, 2016, Class Members objecting to the terms of the Settlement must do so in writing. The written objection must be sent to Plaintiff's Counsel, postmarked on or before this date, and filed with the Clerk of the Court.

10. By no later than December 28, 2016, Class Members who wish to exclude themselves (opt-out) from the Settlement Class and not participate in the proposed Settlement must submit a written request for exclusion to Plaintiff's Counsel. Any class member who

submits an opt-out statement shall postmark, sign, and date the statement and send it to Plaintiff's Counsel.

11. Any member of the Settlement Class may enter an appearance in the Litigation, at his or her own expense, individually or through counsel or his or her own choice. Any member of the Settlement Class who does not enter an appearance or opt out of the Settlement Agreement will be represented by Class Counsel.

12. Any member of the Settlement Class may appear at the Final Approval Hearing and show cause, if any, why: (1) the proposed Settlement of the Litigation should or should not be approved as fair, reasonable and adequate; (2) why a judgment should or should not be entered thereon; (3) why attorneys' fees should or should not be awarded to Class Counsel; and/or (4) why the Class Representative should or should not receive extra compensation in the form of an Enhancement Payment.

13. No Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or if approved, the Judgment to be entered thereon approving the same, or, if awarded, compensation for the Class Representatives or the attorneys' fees and costs awarded to Class Counsel, unless that person has, by no later than December 28, 2016, served by hand or by first class mail on Plaintiffs' Counsel, written objections, and copies of any papers and briefs in support thereof, explaining the basis of the objection.

14. All timely filed and served objections shall also be filed with the Clerk of the Court and considered and ruled upon by the Court at the Final Approval Hearing. Any member of the Settlement Class who does not timely file and serve his or her objection in the manner proved above shall be deemed to have waived such objection and shall be forever foreclosed

from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Settlement Agreement and any award of attorneys' fees and costs to Class Counsel, unless otherwise ordered by the Court.

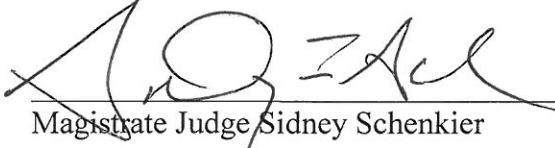
15. Class Counsel shall file their Motion for Final Approval petition for an award of attorneys' fees no later than January 18, 2017 and ten (10) days prior to the Final Approval Hearing.

16. All papers in support of the Settlement shall be filed no later than January 18, 2017 and prior to the Final Approval Hearing.

17. At the Final Approval Hearing, the Court shall determine whether the proposed Settlement, and any application for attorneys' fees or reimbursement of costs, shall be approved.

18. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

DATED: 10-11-16



\_\_\_\_\_  
Magistrate Judge Sidney Schenkier

## NOTICE OF CLASS ACTION SETTLEMENT

**For Persons Who Worked for FKI Security Group, LLC (a.k.a. Fire King International and/or Fire King Security Group) ("Fire King") as a Customer Service Representative or other Similar Position between July 2, 2012 and the present and who is included in Exhibit A to the Settlement Agreement.**

A settlement has been proposed in a class action lawsuit filed against FKI Security Group, LLC (a.k.a. Fire King International and/or Fire King Security Group) ("Fire King") (*Schlink, et al. v. Fire King Int'l, Inc.*, Case No. 15-cv-5894), alleging that (1) the Company failed to pay salaried Customer Service Representatives and other similar positions overtime wages between July 2, 2012 and December 31, 2014, and (2) the Company failed to pay proper overtime rates to Customer Service Representatives and other similar positions between January 1, 2015 through the present ("Class Period"). You are receiving this Notice because Fire King's records reflect that you are a class member. Fire King has agreed to pay \$136,000.00 to settle this action. You may: (1) do nothing and get a share of the settlement; (2) exclude yourself from the settlement and not receive a share; or (3) object to the settlement and still receive a share if the court approves the settlement notwithstanding the objection(s). The U.S. District Court for the Northern District of Illinois has authorized this Notice. Before any money is paid, the Court will have a hearing to decide whether to approve the Settlement.

### Who Is Included in the Settlement?

This class action and settlement includes persons who worked for Fire King in the job position Customer Service Representative or a similar position between July 2, 2012 and the present and who were paid on a salary basis and/or who were paid an improper overtime rate and are included on Exhibit A to the Settlement Agreement. A copy of the Settlement Agreement can be obtained by contacting Class Counsel or visiting their website at <http://www.potterlaw.org/>.

### What Is the Lawsuit About?

The lawsuit claimed violations of the Illinois Minimum Wage Law and the federal Fair Labor Standards Act for unpaid overtime wages as a result of Fire King's (1) classification of salaried Customer Service Representatives and similar positions as exempt from overtime and (2) failure to pay proper overtime rates to persons working as Customer Service Representatives and other similar positions after January 1, 2015. Both sides agreed to the settlement to resolve the case. You can get more information, including a detailed notice, by calling Class Counsel at **(312) 861-1800** or visiting their website at <http://www.potterlaw.org/>.

### What Does the Settlement Provide?

Fire King has agreed to pay \$136,000.00 to settle this action. The parties estimate that about \$86,000 will be available for distribution to class members if the court approves \$40,000.00 in attorneys' fees and \$10,000.00 as an incentive payment to the class representative. If those amounts are decreased the amount you receive may be adjusted upward.

**Your estimated recovery in this settlement is \$ \_\_\_\_\_ in unpaid overtime and \$ \_\_\_\_\_ in interest/penalties/and other enhancement payments.** For a full explanation of how the payments were calculated, please see the Settlement Agreement, Section IV.8, available by calling Class Counsel at (312) 861-1800.

Unless you exclude yourself from the settlement as explained below, you will release and forever discharge all claims you have against Fire King for wages, interest, liquidated damages, and/or other damages under the Illinois Minimum Wage Law and Fair Labor Standards Act for the period of time you worked in the job position of Customer Service Representative or similar positions during the period from July 2, 2012 through the present.

## What Are Your Options?

If you wish to participate in the settlement and receive a settlement award, you do not need to do anything. A check will be mailed to you.

If you don't want to be legally bound by the settlement, you must exclude yourself by December 28, 2016. To do so, you must mail your written request for exclusion to Class Counsel at the below address and provide your name, current address, telephone number, as well as the last four digits of the Social Security Number you used while working at Fire King. If you exclude yourself, you will not receive money from this settlement, but you may be able to sue or continue to sue Fire King for the legal claims at issue in this case.

If you don't wish to exclude yourself from the settlement but nonetheless disagree with part or all of the settlement, you can make objections to it by **December 28, 2016**. If you want to object to the Settlement, you must mail a written statement to the Clerk of the Court and to Class Counsel by **December 28, 2016**. No class member shall be entitled to be heard at the Final Approval hearing or to object to the settlement, unless written notice of the Class Member's intention to appear has been mailed to the Clerk of the Court and to Class Counsel by **December 28, 2016**. You do not need to appear in court in order to have your written objection considered.

The complete notice further explains how to exclude yourself from the settlement or object to the settlement. You may review the complete notice and/or the Settlement Agreement prior to excluding yourself or objecting to the terms of the settlement by requesting one from Class Counsel at the phone/address below, or by visiting their website at <http://www.potterlaw.org/>:

Class Counsel can be reached at:

Robin Potter & Associates, P.C.  
111 E. Wacker Drive, Suite 2600  
Chicago, IL 60601  
phone: (312) 861-1800  
fax: (312) 861-3009

[firekingclassaction@potterlaw.org](mailto:firekingclassaction@potterlaw.org) **How Do I Update My Contact Information?**

You must notify Class Counsel of any changes in your mailing address so that your settlement award will be sent to the correct address. To update your mailing address, contact Class Counsel at the address listed above.

## When Is the Final Approval Hearing?

The Court will hold a hearing in this case on January 31, 2017, in Courtroom 1843, United States Courthouse, 219 S. Dearborn St., Chicago, Illinois 60604 at 9:30 a.m., to consider, among other things, (1) whether to approve the settlement, (2) a request by the lawyers representing all class members to an award of no more than \$40,000.00 in attorney's fees and costs for litigating the case and negotiating a settlement; and (3) a request for \$10,000.00 as an enhancement award to the class representative for her service to the Class in initiating and pursuing the litigation. You may ask to appear at the hearing, but you don't have to appear.

**PLEASE DO NOT TELEPHONE THE COURT OR FIRE KING'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.**